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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA
RENO DIVISION

**UNWIRED PLANET LLC, a Nevada limited
liability company**

Plaintiff,

vs.

SQUARE, INC., a Delaware corporation

Defendant.

CASE NO. 3:13-CV-00579-RCJ-WGC

**DECLARATION OF KIRUPA
PUSHPARAJ IN SUPPORT OF
DEFENDANT SQUARE, INC.'S MOTION
TO TRANSFER**

1 I, Kirupa Pushparaj, declare as follows:

2 1. I am IP Counsel for Defendant Square, Inc. ("Square"). I work at Square's
3 headquarters in San Francisco, California. I have been employed by Square since May 30, 2013.
4 Unless otherwise stated, the matters contained in this declaration are of my own personal knowledge
5 and, if called as a witness, I could and would testify to them.

6 2. Soon after I began working at Square, I received a copy of a letter from Daniel
7 Mendez of Unwired Planet dated June 24, 2013 and addressed to Square's General Counsel, Dana
8 Wagner. A true and correct copy of that letter (without exhibits) is attached hereto as Exhibit A.

9 3. On August 20, 2013, I received a forwarded copy of an email from Mr. Mendez
10 <Daniel.mendez@unwiredplanet.com> to Dana Wagner. Mr. Mendez had attached to his email a
11 PDF copy of the letter dated June 24, 2013, but he omitted the appendices sent with the letter. (Mr.
12 Mendez did send a Microsoft Word version of one of the appendices—a proposed non-disclosure
13 agreement—but he omitted the other appendices). A true and correct copy of the August 20, 2013
14 email from Mr. Mendez (without exhibits) is attached hereto as Exhibit B.

15 4. As mentioned, Mr. Mendez's August 20, 2013 email did not include the materials
16 referenced in the attached letter, such as the list of Unwired Planet's approximately 2,400 patents and
17 patent applications, the press release regarding Unwired Planet's litigation against Google and Apple,
18 and other background materials. Accordingly, I visited Unwired Planet's website at
19 <unwiredplanet.com> the same day I reviewed Mr. Mendez's email, and several times thereafter, to
20 obtain the omitted documents. In addition, because the letter asserted that Unwired Planet had
21 patents that allegedly were relevant to Square (but did not specify any particular product that
22 infringed any identified Unwired Planet patent), I also sought to learn more during my visits to the
23 website about Unwired Planet and its patents.

24 5. While on Unwired Planet's website, I accessed and downloaded the publicly-available
25 list of Unwired Planet's approximately 2,400 patents and patent applications, which identified the
26 same patents and patent applications included as an appendix to Mr. Mendez's June 24, 2013 letter. I
27 also accessed and downloaded other information and files on Unwired Planet's website, including
28 information regarding Unwired Planet's enforcement strategy and litigation it had brought.

1 6. After reviewing the materials on Unwired Planet's website, I remained unaware of
2 which, if any, of the 2,400 patents on the publicly-available list I reviewed and downloaded from
3 Unwired Planet's website allegedly applied to Square's technology. Accordingly, on August 28,
4 2013, I sent an email to Mr. Mendez in which I noted that Unwired Planet's "letter references a
5 portfolio that spans over 50 pages and lists the titles of over 2400 patents and applications, without
6 providing any specific indication of patents [Unwired Planet] think[s] may be relevant to Square." I
7 further explained that it was not possible for Square to assess Unwired Planet's suggestion that
8 certain of its patents were relevant to Square without further information from Unwired Planet about
9 the specific patents claimed to be in issue. A true and correct copy of my email is attached hereto as
10 Exhibit C.

11 7. On August 29, 2013, I received an email from Mr. Mendez in which he conditioned
12 receipt of additional information on Square agreeing to execute a non-disclosure agreement. A true
13 and correct copy of that email is attached hereto as Exhibit D.

14 8. On September 26, 2013, I met with Daniel J. Mendez, at his request, in Palo Alto,
15 California. The meeting occurred at the offices of Unwired Planet's counsel, which is the location
16 that Unwired Planet selected. I executed a non-disclosure agreement at the beginning of the meeting.

17 9. Both before and after the September 26, 2013 meeting in Palo Alto, I visited Unwired
18 Planet's website to access and download additional information about Unwired Planet's patents and
19 its enforcement actions.

20 10. I used the publicly-available materials on Unwired Planet's website to better
21 understand its litigation and licensing strategy, its history of enforcement actions and the current
22 status of those actions, and the parties who have taken licenses to Unwired Planet's patents. I have
23 downloaded and reviewed the Website Terms and Conditions on Unwired Planet's website. A true
24 and correct copy of those Terms and Conditions are attached hereto as Exhibit E.

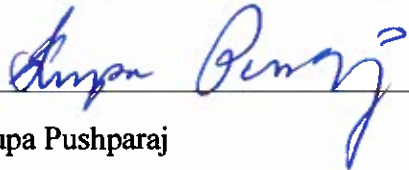
25 11. All of my actions in accessing and downloading materials from Unwired Planet's
26 website were taken on Square's behalf and were within the scope of my duties.

27 12. As IP Counsel, I also have primary responsibility for working with outside counsel in
28 negotiating protective orders that govern access to Square's source code during discovery. It is

1 important to Square that such protective orders provide strong protections. For example, those
2 protective orders should include special protections for source code requiring that outside counsel
3 may only view Square's source code using a special computer, located in San Francisco, that is
4 locked down to prevent unauthorized copying of, access to, or printing of source code.

5 I declare under penalty of perjury under the laws of California and the United States of
6 America that the foregoing is true and correct.

7 EXECUTED this 20th day of December, 2013, at San Francisco, CA

8 
9 _____
10 Kirupa Pushparaj